State of Vermont
Buildings and General Services
Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA

> Vendor ID 0000001920 Swish Kenco Ltd PO Box 304 Barre VT 05641 USA



Contract ID				Page	
000000000000000	00000012083			1 of	4
Contract Dates		Ori	gin		
08/31/2007 to 12	2/31/2009	CPS	Š		
Description:		Cor	ntract Ma	ximun	1
CPS-EP CLEANIN	NG PRODUCTS(CH	IEM)	\$9,999,	999.00)
Buyer Name	Buyer Phone	Cor	ntract Sta	itus	
Sellears.Stuart	828-3701	Apr	roved		

Phone #: 802-479-1002

	Filone #.	802-479-1002		Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
1	2932	GENERAL PURPOSE CLEANER, 2-1.25 GAL/CS. ENVIRO SOLUTIONS ES70C. CONCENTRATE DILUTION RATE: 1 TO 128, CPUQ = \$0.25	CS	31.50000	0.00	0.00
2	2933	TOILET BOWL & URINAL CLEANER, ENVIRO SOLUTIONS #ES51 -READY-TO-USE: 12 QT/CS. \$34.20 (\$2.85 PER QT). OPTION: #ES51C. CONCENTRATE, 2-1.25 GAL/CS. DILUTION RATE: 1 TO 12. CPUQ = \$0.455. \$54.60/CS.			0.00	0.00
3	3009	CARPET CLEANER, 4-1 GAL/CS, ENVIRO SOLUTIONS ES87. DILUTION RATE: 1 TO 85. CPUQ = \$0.027	CS	42.00000	0.00	0.00
4	2945	DEGREASER/CLEANER, (SEE ITEM COMMENTS)	CS	37.80000	0.00	0.00
2	2-1.25 GAL/CS. ENV CPUQ = \$0.059.	IRO SOLUTIONS ES75C, CONCENTRATE DILUTION RATE: \$37.80/CS	1 TO 64.			
4	4-1 GAL/CS, ENVIR	O SOLUTIONS #ES75-4 DILUTES 1 TO 32, CPUQ = \$0.062.	\$31.85/CS. TH	IS ITEM IS DISCON	NTINUED.	
5	9489	FLOOR STRIPPER, (SEE ITEM COMMENTS)	CS	0.01000	0.00	0.00
	1-5 GAL., ENVIRO	SOLUTIONS SCRUB FREE, ES-85 \$64.90/CS				
4	4-1 GAL/CS, ENVIR	O SOLUTIONS SCRUB FREE ES-85. \$54.90/CS				
6	9490	FLOOR FINISH, 1-5 GAL., ENVIRO SOLUTIONS ES96-18.	CS	70.00000	0.00	0.00
7	2952	GLASS CLEANER, 2-1.25 GAL/CS, ENVIRO SOLUTIONS ES77C, NFP CONCENTRATE DILUTION RATE: 1 TO 32. CPUQ = \$0.14 ES77NFP -RTU-12 QTS/CS- \$27.55 (\$2.29 PER QT).	cs	44.80000	0.00	0.00
8	2935	GRAFFITI REMOVER, 12-32 OZ/CS, ENVIRO SOLUTIONS ES73 READY-TO-USE.	CS	117.70000	0.00	0.00
9	2982	NEUTRAL FLOOR CLEANER, (SEE LINE COMMENTS)	CS	0.01000	0.00	0.00
2	2-1.25 GAL/CS, ENV	IRO SOLUTIONS ES84C, CONCENTRATE DILUTION RATE:	1 TO 256, SPU	Q = \$0.021. \$55.30	O/CS.	
4	4-1 GAL/CS, ENVIRO	O SOLUTIONS #ES84-4, DILUTES 1 TO 64, CPUQ = \$0.21.	\$26.00/CS.			
10	9525	CREAM CLEANSER: ENVIROSOLUTIONS #ES53-1. R.T.U. CASE OF 12 1-QT@ \$43.80 OR \$3.65/QT.	EA	43.80000	0.00	0.00

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Contract ID			Page
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Contract Dates		Origin	
08/31/2007 to 12	2/31/2009	CPS	
Description:		Contrac	ct Maximum
	NG PRODUCTS(CH		ct Maximum 1,999,999.00
	NG PRODUCTS(CHI Buyer Phone	EM) \$9	

Phone #: 802-479-1002

				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
11	9526	EASY TRAP DUSTER SHEETS: ROLL OF 250 SHEETS 8" X 6" X 125'. 3M #55654. USE BOTH SIDES OF SHEET. REDUCES CHEMICAL USE, INCREASES PERFORMANCE, REDUCES LABOR HOURS, LOW DRAG REDUCES WORKER STRAIN.	EA	43.20000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

CPUQ = COST PER USABLE QUART, WHEN DILUTED PER RECOMMENDATION.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 11/01/04 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

Customer Satisfaction Survey: To help us understand how we can better serve you, we are interested in receiving your comments regarding the quality of service you received in you most recent interaction with the Department of Buildings & General Services (BGS). Please complete the on-line Customer Comment Form at http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

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Contract ID		Page	
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Contract Dates		Origin	
08/31/2007 to 12	/31/2009	CPŠ	
Description:		Contract Maximum	
CPS-EP CLEANIN	IG PRODUCTS(CHE	EM) \$9,999,999.00	
Buyer Name	Buyer Phone	Contract Status	
Sellears.Stuart	828-3701	Approved	

Phone #: 802-479-1002

		Unit	Max	Max
Line # Item ID Item Desc	UOM	Price	Qty	Amt

ENVIRONMENTAL SAFETY AND HEALTH:

In order to comply with Executive Orders 06-94 and 14-03, the State of Vermont will specify, buy and use where feasible, only Environmentally Preferable Custodial Cleaning Products in state owned and leased facilities.

Environmentally Preferable Cleaning Products (EPP) is defined as products that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purposes.

Products on the Environmentally Preferable Custodial Cleaning contracts meet or exceed the criteria established.

PRODUCTS/CHEMICALS PROVIDED UNDER THIS CONTRACT MEET THE STATE OF VERMONT ENVIRONMENTAL HEALTH AND SAFETY CRITERIA FOR CUSTODIAL CLEANING PRODUCTS.

Use of any non Environmentally Preferable Custodial Cleaning Product not presently on this or other state of Vermont cleaning chemical contract must have a waiver signed and on-file with the Risk Management, Environmental Safety & Occupational Health Coordinator and the work location where product is being used.

CRITICAL PRODUCT EXCLUSION CRITERIA: The mandatory exclusions for all cleaning products used by state employees or contractors within state facilities are as follows. For a complete list of requirements visit: http://www.bgs.state.vt.us/pca/enviro.htm

*No Persistent, Bioaccumulative And Toxic Chemicals NOTE: biocides in disinfectants are exempt from this criterion.

*No Carcinogens, Mutagens And Teratogens

*No Ozone-Depleting Compounds

*Low Volatile Organic Compounds (VOC's)

*No Hazardous Waste Characteristics

*No Phosphate or Phosphonates

*No Combination Cleaner-Disinfectants

GREEN SEAL: PRODUCTS MEET OR EXCEED GS-37 / GS-40.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR AN INITIAL TERM OF TWO YEARS, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS. PRICES SHALL REMAIN FIRM THROUGH APRIL 30, 2008.

CONTRACTOR RESPONSE TO RFP #EPCLEAN DATED NOVEMBER 30, 2005 IS MADE A PART OF THIS CONTRACT.

VERMONT DESIRABLE CRITERIA: THE FOLLOWING CONSIDERATIONS HAVE ENTERED INTO THE REVIEW OF PRODUCTS OFFERED ON THIS CONTRACT (MORE DETAIL ON THESE POINTS AVAILABLE AT http://www.bgs.state.vt.us/pca/enviro.htm) -

*vapor pressure

*inhalation toxicity

*ingestion toxicity

*pH factor

*skin absorption

*combustible liquid

*bio-based

*petroleum containing

*fragrances and dyes

*biodegradabilty

*aquatic toxicity

*renewable resource

*asthmagens and respiratory irritants.

CONTRACTOR REQUIREMENTS RELATING TO EP: CONTRACTOR MUST PERFORM IN A MANNER THAT SUPPORTS AND PROMOTES ENVIRONMENTAL AND SAFETY AND POLICIES PERTAINING TO THIS CONTRACT AND THE STATE OF VERMONT ENVIRONMENTAL MANAGEMENT GOALS http://www.bgs.state.vt.us/

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Contract Dates		Orig	gin	
08/31/2007 to 12	2/31/2009	CPS	Š	
Description:		Cor	ntract Max	imum
CPS-EP CLEANIN	NG PRODUCTS(CH	EM)	\$9,999,9	99.00
Buyer Name	Buyer Phone	Cor	ntract Stat	us
Sellears, Stuart	828-3701	agA	roved	

Phone #: 802-479-1002

Line # Item ID Item Desc UOM Price Qty Amt
CHANGE #1: CONTRACT NUMBER-EFFECTIVE AUGUST 2007-NEW CONTRACT #00012083 REPLACES CONTRACT #9821 (SWISH VENDOR
#2108) RELATED TO PURCHASE OF KENCO BY SWISH. THIS NEW CONTRACT # 00012083 INCORPORATES ALL OF THE TERMS AND
CONDITIONS ASSOCIATED WITH THIS CONTRACT. THIS NUMBER SHOULD BE USED IN ALL FUTURE COMMUNICATIONS CONCERNING
THIS CONTRACT.

AMENDMENT #2 (APRIL 2008): CONTRACT EXTENDED FOR A ONE-YEAR TERM TO APRIL 30, 2009 WITH THE FOLLOWING PRICE INCREASESOR DECREASES; CARPET CLEANER (\$4.20) 10%, FLOOR STRIPPER GAL (\$25.90) 39.91%, FLOOR STRIPPER 5 GAL (\$5.90) 10.75%, GLASS CLEANER RTU (\$-1.84) -6.72%, GRAFFITI REMOVER (\$5.20) 4.42%. NEUTRAL FLOOR CLEANER GAL (\$3.60) 13.85%. WITH AN OVERALL AVERAGE PRICE INCREASE OF 5.55%. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: STUART SELLEARS
SENIOR PURCHASING AGENT
802-828-2217
FAX 802-828-2222
stuart.sellears@state.vt.us

AMENDMENT # 3 (MARCH 2009): CONTRACT EXTENDED FOR A SEVEN MONTH TERM TO DECEMBER 31, 2009 AT THE SAME PRICE WITH THE TERMS AND CONITIONS REMAINING THE SAME.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: